

**TRANSMITTAL AND NOTICE OF APPROVAL OF  
STATE PLAN MATERIAL  
FOR: HEALTH CARE FINANCING ADMINISTRATION**

1. TRANSMITTAL NUMBER:

0 0 — 0 1 5

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL  
SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

July 1, 2000

TO: REGIONAL ADMINISTRATOR  
HEALTH CARE FINANCING ADMINISTRATION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 2000 \$ 0

b. FFY 2001 \$ 0

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 15 to Attachment 4.16-A,  
pages 1 through 69. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION  
OR ATTACHMENT (If Applicable):Supplement 15 to Attachment 4.16-A,  
pages 1 through 6 (MS-99-27)

10. SUBJECT OF AMENDMENT:

Prototype of renewal agreement with state area education agencies for recovery of state  
share of Medicaid-funded services

11. GOVERNOR'S REVIEW (Check One):

- ☒ GOVERNOR'S OFFICE REPORTED NO COMMENT  
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED  
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:

13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

August 9, 2000

16. RETURN TO:

Director  
Department of Human Services  
Hoover State Office Building, 5th Floor  
Des Moines, IA 50319-0114**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

08/17/00

18. DATE APPROVED:

NOV 14 2000

**PLAN APPROVED - ONE COPY ATTACHED**

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 1 2000

20. SIGNATURE OF REGIONAL OFFICIAL:

21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid and State Operations

23. REMARKS:

cc:  
Rasmussen  
Headlee  
CO

SPA CONTROL

Date Submitted 08/09/00

Date Received 08/17/00

INTERAGENCY AGREEMENT  
BETWEEN THE  
IOWA DEPARTMENT OF HUMAN SERVICES  
AND  
KEYSTONE AREA EDUCATION AGENCY 1

July 1, 2000  
through  
June 30, 2001

TN No. MS-00-15  
Supersedes TN No. MS-99-27

Approval Date NOV 14 2000  
Effective Date JUL 1 2000

**COOPERATIVE AGREEMENT BETWEEN  
THE IOWA DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MEDICAL SERVICES  
AND  
KEYSTONE AEA 1**

**I. Introduction and Purpose**

Pursuant to Iowa Code 256B.15 the Area Education Agencies are required to utilize federally funded health care programs to share in the cost of services provided to certain children requiring special education.

Area education agencies are Medicaid-eligible providers under the Medicaid State Plan which has been approved by the Health Care Financing Administration. In the State of Iowa, the authority and responsibility for the administration of the Medicaid program has been delegated to the Iowa Department of Human Services, Division of Medical Services.

The purpose of this agreement is to assure the implementation of Section 256B.15 of the Code of Iowa.

**II. Parties to the Agreement**

The parties to this agreement are the Iowa Department of Human Services (hereinafter referred to as DHS) for the Medicaid program, and the Keystone AEA 1 (hereinafter referred to as 1). For the purposes of this agreement, the Director of DHS and the AEA Administrator are authorized to enter into agreements and make commitments which shall be binding on the operation of Medicaid and the AEA program.

**III. Mutual Objective and Respective Responsibilities**

The objective of this agreement is to assure that the state share of the Medicaid dollars spent on AEA-covered services is returned to DHS. The following responsibilities are therefore necessary.

A. One shall comply with all the requirements of Iowa Code Section 256B.15.

B. One shall bill the Medicaid fiscal agent, for services provided to Medicaid-eligible children. On a monthly basis, 1 shall send the total state share and, at least annually, send the federal share less administrative expenses of the check(s) received from the fiscal agent to the Department of Human Services, Cashier's Office, Room 14, First Floor, Hoover State Office Building, Des Moines, Iowa 50319. Enclosed with the monthly check shall be a schedule listing the amounts of the check(s) received from the fiscal agent that month.

C. DHS shall notify 1 of the appropriate percentage rate that shall be applied to the total reimbursement amount to arrive at the state share. This rate changes every October 1st. The rate to be applied to claims paid by the fiscal agent between October 1, 1999, through September 30, 2000, is 36.94%. The rate between October 1, 2000, through September 30, 2001, is 37.33%.

#### IV. Outreach Activities

Outreach is critical in bringing EPSDT-eligible children into appropriate care and services. Outreach includes: 1) activities involved to advertise the importance and the availability of EPSDT services in pamphlets, on radio and television, in newspapers, at health fairs, and on billboards; 2) activities needed to identify Medicaid-eligible children currently residing within the AEA; and, 3) activities involved in informing eligible children, with special health needs, and their families about the benefits of receiving EPSDT preventive health care.

In addition to broad-based outreach and identification of Medicaid-eligible children, activities include informing eligible children, with special health needs, and their families about EPSDT, availability of health services and the importance of early intervention and preventive health care.

#### V. Data Exchange

In order that the above mentioned outreach activities be performed, it is agreed that it is necessary to first identify public school students who are eligible for medical assistance and who are mandated to receive EPSDT screenings and treatments. To this end, DHS will exchange data with 1 solely for the purpose of identifying Medicaid-eligible students, determining eligibility periods, assisting in the provision of services to those student recipients, and for determining the amount of medical assistance provided or to be provided to the Medicaid-eligible students.

DHS will provide an extract file on magnetic tape containing the names, ID numbers, birth dates, Social Security number, gender, dates of eligibility, and third party liability resources, of all Medicaid-eligible children through the age of 20, for purposes of matching the AEA student population file with the Medicaid population. DHS and 1 agree that because eligibility for medical assistance may change at any time, the above-mentioned data exchange will be conducted on a monthly basis.

#### VI. Applicable Confidentiality Laws and Regulations

It is understood that the data exchange entered into by DHS and 1 is regulated by and subject to 42 CFR 435.945(f), which describes the minimum requirements that must be met before DHS may release data to 1, and 42 CFR 431.300 to 431.307, which requires the safeguarding of information on applicants and recipients.

It is further understood that information exchanged between DHS and 1 concerning Medicaid-eligible students and covered services is restricted to purposes directly connected with the administration of the Iowa Medical Assistance Program.

**VII. Restrictions on the Use of Funds**

No federal appropriated funds have been paid or will be paid on behalf of the Department or the 1 to any person for influencing or attempting to influence an officer or employee of any federal agency, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, or member of Congress, or an employee of a member of Congress in connection with this contract, grant, loan or cooperative agreement, the 1 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**NOTE:** If disclosure forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, S.W., Washington, D.C., 20201-001.

**VIII. Employment Practices**

A. One shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. One must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. One agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

B. One shall, in all solicitations or advertisement for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disabilities, except where it relates to a bona fide occupational qualification.

- C. One must comply with all provisions of Executive Order #11246 dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- D. In the event of 1's non-compliance with EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, and the contractor may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The contractor must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).
- E. Title VI compliance. - 1 (if 15 or more employees shall) be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.
- F. Section 504 compliance. - 1 (if 15 or more employees shall) be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state and local Section 504 laws and regulations.
- G. American with Disabilities Act compliance. - 1 shall be in compliance with the American with Disabilities Action of 1990 (15 or more employees as of July 26, 1994) and with all federal, state and local laws and regulations regarding the American with Disabilities Act.
- H. Affirmative Action - 1 shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunities.
- J. Equal Opportunity - 1 (if four or more employees shall) exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.

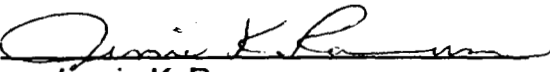
IX. General Provision

- A. The period of this agreement shall be from July 1, 2000, to June 30, 2001.
- B. This agreement may be amended or modified at any time by mutual agreement between the Iowa Department of Human Services and Area Education Agency Keystone Area Education Agency 1. Any amendments or modifications shall be in writing.
- C. Notices. Notices under this Contract shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice

under this Contract shall be the date of mailing which may be effected by certified U.S. Mail, return receipt requested, with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

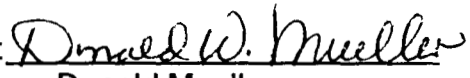
- D. This agreement may be terminated by either party by written notice of intent to terminate sixty (60) days in advance of desired termination date.
- E. This agreement shall become effective on the date this agreement has been signed by both: (1) the Director of DHS; and, (2) the Administrator of 1

For and on behalf of the  
Iowa Department of Human Services

By:   
Jessie K. Rasmussen  
Director of the Department  
of Human Services

6-22-00  
Date

For and on behalf of the  
One

By:   
Donald Mueller  
Administrator of One

16 May 00  
Date